

Notices and Limitations for the State of Indiana Employees

Products and financial services provided by
American United Life Insurance Company®
a ONEAMERICA® company
One American Square, P.O. Box 368
Indianapolis, IN 46206-0368
(800) 673-3216
www.employeebenefits.aul.com



Eligibility for Coverage¹:

An eligible Employee is a full-time Employee legally authorized to work and reside in the United States. Eligible Employees cannot be considered a part-time, temporary or seasonal Employee. If any eligible Employee is not Actively at Work on the contract Effective Date, group insurance coverage for that Employee will not exist until he/she returns to full-time active work. After the initial enrollment period, an Employee may apply for coverage under another available AUL coverage option during an AUL approved scheduled enrollment period. However, any amount of coverage requested will then require satisfactory Evidence of Insurability prior to approval.

(The Following Paragraph Applies to Life Coverages Only.)

Any coverage for a spouse or children cannot become effective before the Employee's coverage is approved. If a spouse or child is confined in a medical facility on the date an Employee's coverage is approved, that Dependent coverage will not become effective until the spouse or child is released from the medical facility and pursuant to the contract provisions. Before coverage for any incapacitated Dependent child older than the normal termination age can be considered, the Employee must apply in writing to AUL before or on the Employee's Effective Date of coverage.

Community Property Notice:

The laws of some community property states may not allow an Employee to name a beneficiary other than his/her spouse without the spouse's written consent. Community property states currently include Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington, and Wisconsin. If AUL has not previously received written notice of a community property interest, then AUL shall be entitled to rely upon its good faith that no such interest exists. AUL assumes no responsibility of inquiry regarding such interest and, in consideration of acknowledgement of this designation, the insured person, for himself/herself and his/her estate, heirs, successors and assigns, agrees to indemnify AUL and hold it harmless from the consequences of acknowledging this beneficiary designation.

Effective Date and Claims Payment Notice:

No insurance coverage shall exist or become effective until approved in writing by American United Life Insurance Company® (AUL) at its Indianapolis, Indiana home office. Coverage continues while required premiums are paid and the Employer receives coverage under the AUL group insurance contract. Premium rates do increase upon reaching certain age brackets, according to contract terms, and are subject to change. AUL shall not be liable or responsible for any loss incurred prior to the effective date of coverage for any insured. Any benefit payable under the contract is based on a percentage of an Employee's covered earnings subject to AUL's approval, contract maximums, contract reductions, and according to contract terms and conditions.

Arbitration Notice, if Applicable²:

Coverage under the group insurance contract for which you have applied may include a binding or nonbinding arbitration agreement. The arbitration agreement requires that any disagreement related to this contract must first be resolved by arbitration and not in a court of law. The results of the arbitration can be final and binding on you and the insurance company. In an arbitration, an arbitrator, who is an independent, neutral party, gives a decision after hearing the positions of the parties. When you accept coverage under this insurance contract you agree to first resolve any disagreement related to the contract by arbitration instead of a trial in court including a trial by jury (note that some states may not allow mandatory arbitration). Arbitration takes the place of resolving disputes by a judge and jury and the decision of the arbitrator often cannot be reviewed in court by a judge and jury.

Fraud Notice: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of the crime of insurance fraud as determined by a court of competent jurisdiction. In Florida, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. In New Jersey and Virginia, any person who includes any false or misleading information on any application for an insurance policy is subject to criminal and civil penalties. In Louisiana, Pennsylvania, and Tennessee, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. In Maine, any person who knowingly provides false, incomplete or misleading information to an insurance company for the purpose of defrauding the company commits a crime. Penalties may include imprisonment, fines or denial of insurance benefits. In Washington, any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

¹ Any coverage offered by AUL prior to and after the Effective Date of coverage is contingent upon information and documents received by AUL being accurate and reliable.

² Contracts covering insureds residing in KS, LA, MO, MT, NE, and OK do not have arbitration provisions. Contracts covering insureds in CT, ME and VA do not have binding provisions. Contracts covering insureds in KY and NH do not allow any type of arbitration in Life Insurance and Annuity contracts.

Required Notices Regarding Certain Contract Limitations³ and Exclusions⁴

Life Limitations/Exclusions:

Suicide Limitation, if Applicable, Except for Missouri and Washington Residents:

If any insured approved for coverage, commits suicide, while sane or insane:⁵ 1) within two years⁶ from the effective date of Personal Insurance or Dependent Insurance, the benefits payable will be limited to the premiums paid; or 2) two or more years after the effective date of Personal Insurance or Dependent Insurance, but within two years of the effective date of an increase in the amount of coverage previously obtained, the benefits payable will be limited to the coverage obtained prior to the effective date of the increase, if any, plus the premiums paid for the increased coverage.

Accelerated Life Benefit, if Applicable:

Certain insured individuals diagnosed with a terminal condition may be eligible to request payment of an Accelerated Life Benefit under the group life insurance contract. A terminal condition is an injury or sickness that despite appropriate medical care is reasonably expected to result in the Person's death within a specified time frame following the date of the Accelerated Life Benefit payment, as determined by AUL. After payment of Accelerated Life Benefits, the amount of the Person's life insurance payable at death to the Person's beneficiary will equal the amount of the Person's life insurance if no Accelerated Life Benefit payment had been made minus the amount of the Accelerated Life Benefit payment minus an interest charge.

The Accelerated Life Benefit offered under the contract may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefits qualify depends on factors such as the Person's life expectancy at the time benefits are accelerated or whether the Person uses the benefits to pay for necessary long-term care expenses, such as nursing home care. If the Accelerated Life Benefits qualify for favorable tax treatment, the benefits will be excludable from the Person's income and not subject to federal taxation. Tax laws relating to Accelerated Life Benefits are complex. The Person is advised to consult with a qualified tax advisor about circumstances under which he/she could receive Accelerated Life Benefits excludable from income under federal law.

Receipt of Accelerated Life Benefits may affect a Person's, his/her spouse's, or his/her family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. The Person is advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect a Person's, his/her spouse's, or his/her family's eligibility for public assistance.

³ Limitations may vary by state.

⁴ The policy has exclusions, limitations, reduction of benefits, and terms under which the policy may be continued in force or discontinued. The policy may contain a waiting or elimination period between the effective date of the policy and the effective date of coverage, and a time period between the date a loss occurs and the date benefits begin to be payable for the loss.

⁵ In Colorado suicide/attempted suicide while insane does not apply.

⁶ 1 year for insureds residing in Colorado and North Dakota.]